

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM467114

|   |   |                       |                    |
|---|---|-----------------------|--------------------|
| <b>SUBMISSION TYPE:</b>   | NEW ASSIGNMENT                                    |                       |                    |
| <b>NATURE OF CONVEYANCE:</b>  | Assignment of Security and Indebtedness Agreement |                       |                    |
| <b>CONVEYING PARTY DATA</b>   |   |                       |                    |
| <b>Name</b>   | <b>Formerly</b>                                   | <b>Execution Date</b> | <b>Entity Type</b> |
| Bank of Montreal, as Agent  |   | 01/19/2018            | Bank: CANADA       |
| <b>RECEIVING PARTY DATA</b>   |   |                       |                    |
| <b>Name:</b>  | 10584436 Canada Inc.                              |                       |                    |
| <b>Street Address:</b>  | 5255 Orbitor Drive                                |                       |                    |
| <b>Internal Address:</b>  | Suite 501   |                       |                    |
| <b>City:</b>  | Mississauga, Ontario                              |                       |                    |
| <b>State/Country:</b>   | CANADA  |                       |                    |
| <b>Postal Code:</b>   | L4W 5M6   |                       |                    |
| <b>Entity Type:</b>   | Corporation: CANADA                               |                       |                    |
| <b>PROPERTY NUMBERS Total: 6</b>  |   |                       |                    |
| <b>Property Type</b>  | <b>Number</b>                                     | <b>Word Mark</b>      |                    |
| <b>Registration Number:</b>   | 4140195   | FLAVORSTONE           |                    |
| <b>Registration Number:</b>   | 4381334   | H2O                   |                    |
| <b>Registration Number:</b>   | 3425675   | H2O MOP               |                    |
| <b>Registration Number:</b>   | 4007640   | H2O MOP X5            |                    |
| <b>Registration Number:</b>   | 4068858   |                       |                    |
| <b>Registration Number:</b>   | 4157759   | H2O X5                |                    |
| <b>CORRESPONDENCE DATA</b>  |   |                       |                    |
| <b>Fax Number:</b>  | 2025339099  |                       |                    |
| <i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i> |   |                       |                    |
| <b>Phone:</b>   | 202-467-8800                                      |                       |                    |
| <b>Email:</b>   | jspiantanida@vorys.com                            |                       |                    |
| <b>Correspondent Name:</b>  | VORYS, SATER, SEYMOUR AND PEASE LLP               |                       |                    |
| <b>Address Line 1:</b>  | P.O. BOX 2255 -- IPLAW@VORYS                      |                       |                    |
| <b>Address Line 2:</b>  | ATTN: VINCENT C. LOMBARDOZZI                      |                       |                    |
| <b>Address Line 4:</b>  | COLUMBUS, OHIO 43216-2255                         |                       |                    |
| <b>ATTORNEY DOCKET NUMBER:</b>  | 049089-000056                                     |                       |                    |
| <b>NAME OF SUBMITTER:</b>   | Julie S. Piantanida                               |                       |                    |
| <b>SIGNATURE:</b>   | /julie piantanida/                                |                       |                    |

CH \$165.00 4140195

|   |            |
|---|------------|
| DATE SIGNED:  | 03/26/2018 |
| <b>Total Attachments: 21</b><br>source=Redacted Assignment of Security and Indebtedness Agreement (2)#page1.tif<br>source=Redacted Assignment of Security and Indebtedness Agreement (2)#page2.tif<br>source=Redacted Assignment of Security and Indebtedness Agreement (2)#page3.tif<br>source=Redacted Assignment of Security and Indebtedness Agreement (2)#page4.tif<br>source=Redacted Assignment of Security and Indebtedness Agreement (2)#page5.tif<br>source=Redacted Assignment of Security and Indebtedness Agreement (2)#page6.tif<br>source=Redacted Assignment of Security and Indebtedness Agreement (2)#page7.tif<br>source=Redacted Assignment of Security and Indebtedness Agreement (2)#page8.tif<br>source=Redacted Assignment of Security and Indebtedness Agreement (2)#page9.tif<br>source=Redacted Assignment of Security and Indebtedness Agreement (2)#page10.tif<br>source=Redacted Assignment of Security and Indebtedness Agreement (2)#page11.tif<br>source=Redacted Assignment of Security and Indebtedness Agreement (2)#page12.tif<br>source=Redacted Assignment of Security and Indebtedness Agreement (2)#page13.tif<br>source=Redacted Assignment of Security and Indebtedness Agreement (2)#page14.tif<br>source=Redacted Assignment of Security and Indebtedness Agreement (2)#page15.tif<br>source=Redacted Assignment of Security and Indebtedness Agreement (2)#page16.tif<br>source=Redacted Assignment of Security and Indebtedness Agreement (2)#page17.tif<br>source=Redacted Assignment of Security and Indebtedness Agreement (2)#page18.tif<br>source=Redacted Assignment of Security and Indebtedness Agreement (2)#page19.tif<br>source=Redacted Assignment of Security and Indebtedness Agreement (2)#page20.tif<br>source=Redacted Assignment of Security and Indebtedness Agreement (2)#page21.tif |            |

## ASSIGNMENT OF SECURITY AND INDEBTEDNESS AGREEMENT

This Agreement is made as of the 19<sup>th</sup> day of January, 2018

### BETWEEN:

**BANK OF MONTREAL, NATIONAL BANK OF CANADA**  
and **HSBC BANK CANADA** (collectively, the “**Lenders**”)

- and -

**BANK OF MONTREAL**, in its capacity as Lead Arranger,  
Syndication Agent and Administrative Agent under the Credit  
Agreement (as defined below) (the “**Agent**”)

- and -

**10584436 CANADA INC.**, a corporation incorporated under the  
laws of Canada (the “**Assignee**”)

- and -

**THANE INC. (formerly 9472541 CANADA INC.)** (the  
“**Borrower**”)

- and -

The parties listed in Schedule “A” hereto as guarantors to the  
Credit Agreement (the “**Guarantors**”)

- and -

**2486891 ONTARIO INC.**, a corporation incorporated under the  
laws of Ontario (“**LenderCo**”)

### WHEREAS:

- A. The Borrower is indebted to the Lenders in the amount set forth in Schedule “B” hereto pursuant to the Credit Agreement dated as of December 18, 2015 (the “**Credit Agreement**”), between the Borrower, the Guarantors, the Lenders and the Agent, together with any and all allowable interest, fees, expenses and costs in connection therewith (collectively, the “**Indebtedness**”);
- B. In connection with the Credit Agreement, the Borrower and the Guarantors provided certain security in favour of the Agent, as agent for the Lenders, as security for due payment of the Indebtedness, including without limitation the security documentation as set out in Schedule “C” hereto (the “**Security**”);

- C. The Agent, on behalf of the Lenders, perfected the security interests granted to it by the Borrower and the Guarantors in respect of the Security through the registration of the financing statements and other filings, as more particularly described in Schedule "D" hereto (collectively, the "**Registrations**"), pursuant to the provisions of the *Personal Property Security Act*, R.S.O. 1990, c. P.10, as amended, and its equivalents in other jurisdictions;



- E. The Lenders and the Agent have agreed to sell and assign, and the Assignee has agreed to purchase and assume, all of the Lenders' and Agent's respective rights and obligations under the Credit Agreement, together with any and all rights, agreements, documents, instruments, Security, and Registrations relating thereto (all of which are hereinafter collectively referred to as the "**Assigned Documents**") as well as the total sum of the Indebtedness owing under the Credit Agreement (the "**Assigned Indebtedness**", and together with the Assigned Documents, the "**Assigned Interest**"). For greater certainty, the Assigned Documents shall not include any Services Agreements or Hedging Agreements (each as defined in the Credit Agreement).

**NOW THEREFORE** this Agreement witnesses that in consideration of the payment of the Assignment Price (as defined below), the mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged by each party to the other, the parties to this Agreement agree as follows:

**Assignment of the Assigned Interest**

1. As of the date hereof, notwithstanding any limitation or other provision contained in the Assigned Documents, the Lenders each hereby agree to sell, transfer and assign, and set over unto the Assignee, its successors and assigns, their collective right, title and interest (both legal and equitable), powers and privileges and other benefits of any nature whatsoever in and to or arising from the Assigned Interest, together with all monies that may hereafter become due or owing in respect of the Assigned Interest, including, without limitation, all rights to receive principal, interest, fees, expenses, damages, penalties and other amounts in respect of or in connection with the Assigned Interest.
2. As of the date hereof, notwithstanding any limitation or other provision contained in the Assigned Documents, the Agent hereby agrees to sell, transfer and assign, and set over unto the Assignee, its successors and assigns, all rights, protections, obligations, powers, privileges and other benefits of any nature whatsoever in and to the Agent under or arising from the Assigned Documents, including, without limitation, the rights of the Agent in and to the Security and the rights, protections and obligations of the Agent contained in Article 16 of the Credit Agreement.
3. The Assignee hereby accepts the sale, transfer and assignment of all of the Lenders' and Agent's right, title and interest in and to the Assigned Interest upon the terms set out

herein, and assumes and agrees to observe, perform, fulfil and be bound by all terms, covenants, conditions and obligations relating to the Assigned Interest that are to be observed, performed and fulfilled by each of the Lenders and the Agent in the same manner and to the same extent as if the Assignee were the original party named in the Assigned Documents as Lender or Agent, as applicable.

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

■ [REDACTED]

■ [REDACTED]

\_\_\_\_\_

\_\_\_\_\_

[Pages 4-12 have been redacted]

IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the date first written above.

10584436 CANADA INC.

Per: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

I have authority to bind the corporation.

*MADE WOOD  
GENERAL COUNSEL, SECRETARY*

**BANK OF MONTREAL, in its capacity as  
Agent**

Per: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Per: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

I/We have authority to bind the corporation.

**BANK OF MONTREAL, in its capacity as  
Lender**

Per: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Per: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

I/We have authority to bind the corporation.

IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the date first written above.

10584436 CANADA INC.

Per: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

I have authority to bind the corporation.

**BANK OF MONTREAL, in its capacity as Agent**

Per: \_\_\_\_\_

Name: \_\_\_\_\_

Paul Findlay

Title: \_\_\_\_\_

Senior Manager

Per: \_\_\_\_\_

Name: \_\_\_\_\_

Stanley J. Julien

Title: \_\_\_\_\_

Managing Director

I/We have authority to bind the corporation.

**BANK OF MONTREAL, in its capacity as Lender**

Per: \_\_\_\_\_

Name: \_\_\_\_\_

Paul Findlay

Title: \_\_\_\_\_

Senior Manager

Per: \_\_\_\_\_

Name: \_\_\_\_\_

Stanley J. Julien

Title: \_\_\_\_\_

Managing Director

I/We have authority to bind the corporation.

TRADEMARK

REEL: 006299 FRAME: 0629



**NATIONAL BANK OF CANADA**

Per: 

Name: **Jean Gosselin**

Title: **Directeur principal**

Per: 

Name: **Claude Lussier**

Title: **Directeur principal / Senior Manager**

I/We have authority to bind the corporation.

**HSBC BANK CANADA**

Per: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Per: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

I/We have authority to bind the corporation.

**THANE INC. (FORMERLY 9472541  
CANADA INC.)**

Per: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

I have authority to bind the corporation.


**NATIONAL BANK OF CANADA**

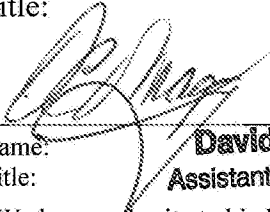
Per: \_\_\_\_\_  
Name:  
Title:

Per: \_\_\_\_\_  
Name:  
Title:

..... I/We have authority to bind the corporation.

**HSBC BANK CANADA**

Per: \_\_\_\_\_  
Name:  **Brian Pettit**  
Title: **Assistant Vice President**  
**HSBC Bank Canada**

Per:  \_\_\_\_\_  
Name: **David C. Bragg**  
Title: **Assistant Vice President**  
I/We have authority to bind the corporation.

**THANE INC. (FORMERLY 9472541  
CANADA INC.)**

Per: \_\_\_\_\_  
Name:  
Title:  
I have authority to bind the corporation.

**NATIONAL BANK OF CANADA**

Per: \_\_\_\_\_  
Name:  
Title:

Per: \_\_\_\_\_  
Name:  
Title:  
I/We have authority to bind the corporation.

**HSBC BANK CANADA**

Per: \_\_\_\_\_  
Name:  
Title:

Per: \_\_\_\_\_  
Name:  
Title:  
I/We have authority to bind the corporation.

**THANE INC. (FORMERLY 9472541  
CANADA INC.)**

Per: \_\_\_\_\_  
Name: *RONALD OREWITZ*  
Title: *CEO*  
I have authority to bind the corporation.

2486891 ONTARIO INC.

Per: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

*Paul Finnelly*  
*Director*

Per: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

I/We have authority to bind the corporation.

**GUARANTORS:**

THANE DIRECT INC. (FORMERLY  
9472550 CANADA INC.)

Per: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

I have authority to bind the corporation.

THANE AMERICA, INC.

Per: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

I have authority to bind the corporation.

2486891 ONTARIO INC.

Per: \_\_\_\_\_

Name:

Title:

Per: \_\_\_\_\_

Name:

Title: Directeur principal

I/We have authority to bind the corporation.

**GUARANTORS:**

**THANE DIRECT INC. (FORMERLY  
9472550 CANADA INC.)**

Per: \_\_\_\_\_

Name:

Title:

I have authority to bind the corporation.

**THANE AMERICA, INC.**

Per: \_\_\_\_\_

Name:

Title:

I have authority to bind the corporation.

2486891 ONTARIO INC.

Per: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Per: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

I/We have authority to bind the corporation.

**GUARANTORS:**

**THANE DIRECT INC. (FORMERLY  
9472550 CANADA INC.)**

Per: \_\_\_\_\_

Name: *RUSSEL OBELOWITZ*

Title: *CEO*

I have authority to bind the corporation.

**THANE AMERICA, INC.**

Per: \_\_\_\_\_

Name: *CHRISTINE SMITH*

Title: *CEO*

I have authority to bind the corporation.

**THANE IP LIMITED**

Per: 

Name: RUSSEL OBELOWITZ

Title: DIRECTOR

I have authority to bind the corporation.

**THANE CANADA INC. (FORMERLY  
9502173 CANADA INC.)**

Per: 

Name: DANNY ROUTH

Title: PRESIDENT

I have authority to bind the corporation.

**GRUPO MEJOR COMPRA, S.A.P.I. DE  
C.V.**

Per: 

Name: YULEN KAPRITZ

Title: AUTHORIZED SIGNING OFFICER

I have authority to bind the corporation.

**MEDIA LATINO, INC.**

Per: 

Name: CHRISTINE SMITH

Title: SECRETARY

I have authority to bind the corporation.

**THANE USA, INC.**

Per: 

Name: CHRISTINE SMITH.

Title: SECRETARY / TREASURER.

I have authority to bind the corporation.

**OPERADORA AINOA, S.A.P.I. DE C.V.**

Per: 

Name: TOLEN GARITZ.

Title: AUTHORIZED SIGNING OFFICER

I have authority to bind the corporation.

**SERVICIOS PROFESIONALES DE TMK,  
S.A.P.I. DE C.V.**

Per: 

Name: TOLEN GARITZ

Title: AUTHORIZED SIGNING OFFICER.

I have authority to bind the corporation.

**DANOZ DIRECT PTY LTD.**

Per: \_\_\_\_\_

Name: LIZ DILBS

Title: DIRECTOR.

I have authority to bind the corporation.



THANE USA, INC.

Per: 

Name: CHRISTINE SMITH

Title: SECRETARY / TREASURER

I have authority to bind the corporation.

OPERADORA AINOA, S.A.P.I. DE C.V.

Per: \_\_\_\_\_

Name: TUDAN CARBITZ

Title: AUTHORIZED SIGNING OFFICER

I have authority to bind the corporation.

SERVICIOS PROFESIONALES DE TMK,  
S.A.P.I. DE C.V.

Per: \_\_\_\_\_

Name: TUDAN CARBITZ

Title: AUTHORIZED SIGNING OFFICER

I have authority to bind the corporation.

DANOZ DIRECT PTY LTD.

Per: 

Name: LIZ DANGO

Title: DIRECTOR

I have authority to bind the corporation.

TRADEMARK

REEL: 006299 FRAME: 0638

THANE DIRECT UK LIMITED

Per: 

Name: ALFRED WILKINSON

Title: MANAGING DIRECTOR

I have authority to bind the corporation.

DIRECT MARKETING EQUITY  
HOLDINGS INC.

Per: 

Name: ARTHUR JOHNSON

Title: DIRECTOR

I have authority to bind the corporation.

TRADEMARK

REEL: 006299 FRAME: 0639

## **SCHEDULE “A”**

### **Guarantors**

1. Thane Direct Inc. (formerly 9472550 Canada Inc.)
2. Thane America, Inc. (formerly 635417, Inc.)
3. Thane IP Limited (formerly 652134 Limited)
4. Thane Canada Inc. (formerly 9502173 Canada Inc.)
5. Grupo Mejor Compra, S.A.P.I. de C.V.
6. Media Latino, Inc.
7. Thane USA, Inc.
8. Operadora Ainoa, S.A.P.I. de C.V.
9. Servicios Profesionales de TMK, S.A.P.I. de C.V.
10. Danoz Direct Pty Ltd.
11. Thane Direct UK Limited
12. Direct Marketing Equity Holdings Inc.

[Schedule B has been redacted]

**SCHEDULE "C"**

[REDACTED]

[REDACTED]

**Security Documentation**

*Canadian Security*

[REDACTED]

[REDACTED]

30. Notice of Security Interest (Patents) in the Canadian Intellectual Property Office dated February 3, 2016 from Thane IP Limited;

31. Notice of Security Interest (Trade-marks) in the Canadian Intellectual Property Office dated February 3, 2016 from Thane IP Limited;

[REDACTED]

*US Security*

[REDACTED]

39. Patent Collateral Agreement dated January 24, 2016 between Thane IP Limited and the Agent.

*U.K. Security*

[REDACTED]

43. Security Agreement dated December 18, 2015 granted by Thane IP Limited in favour of the Agent; and

[The remainder of Schedule C and Schedule D to Schedule I have been redacted]